

GANDOLFO LAW FIRM

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Attorneys for Defendant Krizia S.p.A.

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
NICOLE ZE'TONE.,

Plaintiff,

08 Civ. 00495 (DC)

-against-

**DEFENDANT KRIZIA'S
INITIAL DISCLOSURES**

KRIZIA, S.p.A. and FRANCESCO VITALE,

Defendants.

-----X

Pursuant to Federal Rules of Civil Procedure 26(a) (1), Defendant Krizia,

S.p.A provides the following information:

(a) The name and, if known, the address and telephone number of each individual likely to have discoverable information that the disclosing party may use to support its claim or defenses, solely for impeachment, identifying the subjects of the information.

Answer: Francesco Vitali.

(address to be supplied)

Mariuccia Mandelli

(employed by Krizia)

Cheryl Beal
Retail 101
24 East 93rd Street, Suite 1A
New York, New York 10128

S.T.C.
1059 1st Avenue, Suite 1A
New York, New York 10022
2126610667

It is believed that plaintiff already possesses the last known addresses and phone numbers of Ms. Ze'Tone.

Subjects: The performance and termination of plaintiff as an employee of defendant Krizia, unauthorized discounting of products and payments made to contractors hired by Plaintiff.

(b) A copy of, or description by category and location of, all documents, data compilations, and tangible things that are in the possession, custody or control of the party and that the disclosing party may use to support its claim or defenses unless solely for impeachment.

Answer: Plaintiff will produce a copy of all responsive, non-privileged documents.

(c) A computation of any category of damages claimed by the disclosing party, making available for inspection and copying as under Rule 34 the documents or other evidentiary material, not privileged or protected from disclosure, on with such computation is based, including materials bearing the nature and extent of injuries suffered.

Answer: In connection with Defendant's counterclaims, Defendant claims damages equal to the sum of all monies paid by Krizia to the contractor S.T.C. whose address is noted above and \$120,000.00 in damages as a result of unauthorized reductions in prices of Krizia products sold by Plaintiff computed by the difference between sales at maximum authorized discounts and sales at unauthorized discounted prices.

(d) For inspection and copying as under Rule 34 any insurance agreement under which any person carrying on an insurance business may be liable to satisfy part or all of

the judgment which may be entered in the action or to indemnify or reimburse if payment was made to satisfy the judgment.

Answer: There are no such agreements known to the Defendant.

Dated: Bellmore, New York
May 2, 2008

GANDOLFO LAW FIRM

By:____/s/_____
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